

Virtuální ordinace Application Terms and Conditions of Use

(hereinafter the “Terms and Conditions”)

Introduction Provisions

Virtuální ordinace App is online diagnostic tool, operated by:

Europ Assistance s.r.o., IČO: 252 87 851, with headquarters Na Pankráci street no. 1658/121, 140 00 Prague 4 – Nusle, entered in the Commercial Register kept by the Municipal Court in Prague under file no. C 87094 (hereinafter referred to as “**Provider**”).

The Provider declares that Virtuální ordinace App is not health service, consultation platform or health care within the meaning of Section 2 Act no. 372/2011 Sb., on health services and conditions of their provisions, and the Provider does not act as a provider of health services.

Access to Virtuální ordinace App and use of the Virtuální ordinace App is in accordance with these Terms. Use of the Virtuální ordinace App does not acquire the right to use the license rights to the software or its parts.

Access to the Virtuální ordinace application

Virtuální ordinace App is accessible for you – clients of company BNP Paribas Cardif Pojišťovna, a. s., with its registered office at Boudníkova 2506/1, Libeň 180 00 Praha 8, IČ: 25080954, entered in the Commercial Register kept at the Prague district court, partition B, vložka číslo 4327

The Virtuální ordinace App is accessible via link on the main pages of Moneta Money Bank and its use **is free of charge**.

You acknowledge that you need internet access and appropriate technical equipment to access and use Virtuální ordinace App.

The Virtuální ordinace App is information tool for determining the causes of health problems and it is determined only for non-commercial use. You acknowledge that it is not permitted to reproduce, copy, sell, re-sell or use any part of Virtuální ordinace App for any commercial purpose. You acknowledge that it is not permitted to use The Virtuální ordinace App for:

- (i) extract and manipulating data for the purpose of masking the origin or unauthorized access to data through the Virtuální ordinace App;
- (ii) transmitting or infiltrate it with viruses or other malicious software or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment;
- (iii) disruption of the Virtuální ordinace App by interfering with the servers or networks used to operate the Virtuální ordinace App;
- (iv) content analysis of the Virtuální ordinace App due to further commercial use;
- (v) other purposes that conflict with these Terms and regulations.

Diagnosis

You acknowledge and agree that:

- (i) information provided by Virtuální ordinace App are solely for information purposes; diagnosis is based mainly on the methods of probability and is not suitable substitute for standard medical procedures and health care;
- (ii) the Provider does not provide advice or information through Virtuální ordinace App. The Provider is not a member of a certain status or medical professional, nor otherwise acts as an expert in relation to information provided through Virtuální ordinace App. Virtuální ordinace App cannot be considered a health service, consulting service or health care in the sense of provisions § 2 Act no. 372/2011 Sb., on health services and conditions of their provisions;
- (iii) you are responsible for data accuracy you enter in the Virtuální ordinace App for its diagnostic decision-making.

Virtuální ordinace Application Availability

The Provider will make the necessary efforts to keep Virtuální ordinace App available and functional.

However, you acknowledge that the Virtuální ordinace App may be unavailable at certain times, for example due to maintenance or software updates or due to Force Majeure. You acknowledge that the Provider cannot always guarantee availability without any interruption and without delay or faults. The Provider cannot guarantee secure transmission of any information via telecommunication networks you use. The Provider cannot always guarantee access to the Virtuální ordinace App.

The Provider is entitled to expand or change App functionality, introduce new software modules, deploy new versions of the App, etc. as part of the development, operational maintenance, or repairs of the Virtuální ordinace App.

Intellectual Property Rights

The Virtuální ordinace App is, as an author's work, protected by the Act no. 121/2000 Sb., on copyright, on rights related to copyright and on amendments to certain acts.

You acknowledge and agree that the contents of Virtuální ordinace App are protected by intellectual property rights. In the event of an infringement of these intellectual property rights you are fully liable for the damage incurred.

The Provider is also a license holder of the Virtuální ordinace App and related licenses. The Virtuální ordinace App may not be stored, modified, distributed, or infringed property rights in any way unless the Provider has given its prior written consent. This provision does not apply to the results provided to you by Virtuální ordinace App based on information you have entered.

You acknowledge that you have no authorization to use trademarks of the Provider or BNP Paribas Cardif Pojišťovna, a. s. You may not interfere with the content which includes trademarks of the Provider and BNP Paribas Cardif Pojišťovna, a. s. and use those trademarks with no authorization.

Accuracy and Correctness of the Provided information

You acknowledge that the Virtuální ordinace App may not always works without error. The Provider does not guarantee accurate, correct, or complete diagnostic information through the Virtuální ordinace App.

Information provided through the Virtuální ordinace App are solely for information purposes and cannot be considered medical diagnosis.

Always consult your health condition with your doctor.

Guarantees and Liability

The Provider does not guarantee that the Virtuální ordinace App will always reach medical diagnosis and therefore meet your expectations and needs.

The Provider exclude any liability to you for any direct, indirect, incidental, or consequential damages caused by:

- (i) use or inability to use the Virtuální ordinace App caused by a technical failure or other interruption or restriction in Virtuální ordinace App service;
- (ii) information provided to you through the Virtuální ordinace App;
- (iii) the content and accuracy of the data and information entered by you into the Virtuální ordinace App;
- (iv) malfunctions caused by computer viruses or other malicious software.
- (v)

Anonymity and Personal Data Processing

We do not process your personal data when using the Virtuální ordinace App. All operations within the Virtuální ordinace App take place on an anonymous basis.

Final Provisions

The Terms take effect on June 1st 2022.

The current version of the Terms can be found in the Virtuální ordinace App. The Provider has the right to change and supplement these Terms.

All operations within Virtuální ordinace App are governed by the law of the Czech Republic and any disputes shall be resolved by the courts of the Czech Republic.

Should any provision of these Terms be or become void or unenforceable, the effectiveness of the remaining provisions will remain unaffected.

By confirming these Terms, you declare that you have read the Terms, that you understand them, and that you agree with them.